



CITY COUNCIL

AGENDA REQUEST

AGENDA OF:	03-01-11	AGENDA REQUEST NO:	IV-C
INITIATED BY:	JESSIE LI, PH.D., P.E. <i>JL</i> ASSISTANT UTILITIES DIRECTOR	RESPONSIBLE DEPARTMENT:	UTILITIES
PRESENTED BY:	JESSIE LI, PH.D., P.E. <i>JL</i> ASSISTANT UTILITIES DIRECTOR	DEPARTMENT HEAD:	SUELLEN STAGGS <i>SS</i> DIRECTOR OF UTILITIES
		ADDITIONAL DEPARTMENT HEAD (S):	CHRISTOPHER STEUBING, P.E., CFM, CITY ENGINEER <i>CL S</i>
SUBJECT / PROCEEDING:	SURFACE WATER TREATMENT PLANT PROJECT MANAGEMENT SERVICES CONTRACT WITH FREESE AND NICHOLS, INC.		
EXHIBITS:	PROJECT MANAGEMENT SERVICES CONTRACT WITH FREESE AND NICHOLS, INC.		
CLEARANCES		APPROVAL	
LEGAL:	EUGENIA CANO ASSISTANT CITY ATTORNEY <i>EAC</i>	ASST. CITY MANAGER:	KAREN DALY <i>Kd</i>
PURCHASING:	TODD REED, CPPB PURCHASING MANAGER <i>TR</i>	ASST. CITY MANAGER:	N/A
BUDGET:	JENNIFER BROWN <i>JB</i> BUDGET & RESEARCH DIRECTOR	CITY MANAGER:	ALLEN BOGARD <i>Allen Bogard</i>
BUDGET			
EXPENDITURE REQUIRED: \$		1,465,498.80	
CURRENT BUDGET: \$		67,199,725 (SW0802)	
ADDITIONAL FUNDING: \$		0	
RECOMMENDED ACTION			
Authorize Project management services contract with Freese and Nichols Inc. for the Surface Water Treatment Plant Project Management Services for CIP No. SW0802 in an amount not to exceed \$1,465,498.80.			

EXECUTIVE SUMMARY

To meet the Fort Bend Subsidence District (FBSD) regulations, the City of Sugar Land's approved Groundwater Reduction Plan (GRP) outlines the City's planned strategies for meeting our mandated conversion to non-groundwater sources. As indicated in the GRP, the surface water treatment plant (SWTP) will be constructed for an initial production capacity of 9.0 million gallons per day (MGD) (Phase I), with capability for future expansion to 22.0 MGD (Phase II). The preliminary engineering design of the SWTP was completed in 2009 and the final engineering design was completed in January 2010. The construction of the SWTP will start in March 2011.

Professional project management services are the overall planning, coordination and control of a construction project aimed at meeting an owner's requirements in order to produce a functionally and financially viable project that will be completed on time within authorized cost and to the required quality standards. Due to the size and complexity of the SWTP construction, a professional project manager is required to ensure a successful project delivery. A Request for Qualification (RFQ) was published in December 2010. A total of nine (9) proposals were received. Based on the published selection criteria, the selection committee reviewed all of the qualifications and interviewed the top three firms. Freese and Nichols Inc. was selected for the services.

The major basic service items in the scope of work are listed below:

- Project management and quality assurance, including development of a Construction Management Plan for cost and time management and standard operating procedures, provide weekly project reports on progress on the project, and monitoring procurement activities of the CMAR.
- Provide construction contract administration, including review and monitoring of the construction schedule, notify the City of non-conforming work observed on site visits, and review of applications for payments to determine the amount that needs to be paid on monthly and final estimates.
- Coordinate material testing and inspection of material, witness tests, factory testing, etc. for quality control.
- Review CMAR's record documents periodically to ensure the documents are being maintained during the construction of the project.
- Coordinate the review by the Design Engineer of all submittals from CMAR required by the Contract Documents.
- Assist in project completion activities and observe completed construction for conformance with the Contract Documents and prepare a list of deficiencies to be corrected by the CMAR.
- Coordinate all plant start-up activities with the CMAR, the City, equipment suppliers and others.
- Provide a full time Resident Project Representative to observe the progress and the quality of the work and to determine in general if the work quality meets the Contract Documents.

The additional services include the following and will be authorized on an as-needed basis:

- Corrosion control inspection on hourly basis.
- Start up assistance with membrane equipment on hourly basis.
- Additional concrete and material inspections on hourly basis.

Due to the utilization of the CMAR project delivery method in which an open book accounting process is used, the professional construction management services fee is reduced by eliminating the full-time document control staff with an estimated cost savings of approximately \$250,000. In addition, the City will utilize its own inspectors to conduct some portion of the inspections which further reduced the fees.

Funding is available for this contract in CIP SW0802. The service will cover the entire two-year construction period.

The Utilities and Engineering Departments recommend the City Council authorize the contract in an amount not to exceed \$1,465,498.80 with \$1,351,258.80 as basic services and \$114,240.00 as additional services with Freese and Nichols Inc.

EXHIBITS

CITY OF SUGAR LAND
STANDARD CONTRACT FOR GENERAL SERVICES
Over \$50K - Form Revised 5/17/10

I. General Information and Terms.

Contractor's Name and Address: Freese and Nichols, Inc.
3100 Wilcrest Drive # 200
Houston, TX 77042

Description of Services: Surface Water Treatment Plant Project Management Services
Maximum Contract Amount: \$1,465,498.80

Effective Date: On the latest date of the dates executed by both parties.

Termination Date: (See III C)

Contract Parts: This Contract consists of the following parts:

- I. General Information and Terms
- II. Signatures
- III. Standard Contractual Provisions
- IV. Additional Terms or Conditions
- V. Additional Contract Documents

II. Signatures. By signing below, the parties agree to the terms of this Contract:

CITY OF SUGAR LAND

CONTRACTOR:

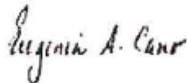
City Manager or Assistant City Manager

By:  _____

Date: _____

Date:  _____

Reviewed for Legal Compliance:



III. Standard Contractual Provisions.

A. Contractor's Services. The Contractor will provide to the City the services described in this Contract under the terms and conditions of this Contract.

B. Billing and Payment. The Contractor will bill the City for the services provided at intervals of at least 30 days, except for the final billing. The City will pay the Contractor for the services provided for in this Contract with current revenues available to the City, but all the City's payments to the Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the provisions of Chapter 2251 of the Government Code. The City is not liable to the Contractor for any taxes which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any bill.

C. Termination Provisions.

(1) Unless terminated earlier as allowed by this Contract, this Contract terminates:

(a) On the termination date, if any, specified in the General Information in Part 1, but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or

(b) If there is no termination date specified in the General Information in Part 1, the Contract terminates when both parties have completed all their respective obligations under the Contract.

(2) The City's city manager may terminate this Contract during its term at any time for any reason by giving written notice to the Contractor not less than five business days prior to the termination date, but the City will pay the Contractor for all services rendered in compliance with this Contract to the date of termination.

(3) If the City's city council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the Contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution)

D. Liability and Indemnity. Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision.

E. Assignment. The Contractor may not assign this Contract without the City's prior written consent.

F. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Fort Bend County, Texas.

G. Entire Contract. This Contract represents the entire Contract between the City and the Contractor

and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

H. Independent Contractor. The Contractor will perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the work to be performed by Contractor.

I. Dispute Resolution Procedures. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.

J. Attorney's Fees. Should either party to this Contract bring suit against the other party for any matter relating to this Contract, neither party will seek or be entitled to an award of attorney's fees or other costs relating to the suit.

K. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

L. Contractual Limitations Period. Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

M. Conflicting Provisions. If there is a conflict between a provision in the Contractor's Additional Contract Documents and a provision in the remainder of this Contract, the latter controls.

N. Copyright. Any original work (the Work), including any picture, video, music, brochure, writing, trademark, logo or other work created by the Contractor for the use of the City under this Contract is a "work made for hire," as defined by federal copyright law. If the Work is not by law a "work made for hire," the Contractor by execution of this Contract assigns to the City all of its rights to the Work, including the copyright. The City, as the author and owner of the copyright to the Work, may alter, reproduce, distribute, or make any other use of the Work as it deems appropriate.

IV. Additional Terms or Conditions. None.

V. **Additional Contract Documents**. The following documents attached to this Contract are part of this Contract:

A. Contractor's Additional Contract Documents:

1. Freese and Nichols, Inc. Scope of Services and Fee Schedule (8 pages)

B. City's Additional Contract Documents:

1. Insurance Form PU-111F-2 (3 pages)

Scope of Service

Upon authorization Freese and Nichols, Inc. (FNI) will proceed with the performance of Professional Construction Management (PCM) services as described below. FNI will endeavor to protect City of Sugar Land, Texas (City) in providing these services however, it is understood that FNI does not guarantee the Construction Manager at Risk (CMAR)'s performance, nor is FNI responsible for supervision of the CMAR's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the CMAR, or any safety precautions and programs relating in any way to the condition of the premises, the work of the CMAR or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

BASIC SERVICES include:

A. Project Management and Quality Assurance

1. Provide management of services provided, including team meetings, administration for professional services agreement, and internal reporting necessary for the management of services rendered.
2. Prepare a Construction Management Plan (CMP) that describes the project team members and responsibilities, project cost and schedule requirements, processes for cost and time management and standard operating procedures not covered in the General and Supplemental Conditions.
3. Establish, in conjunction with the CMP, guideline for project communications and use of a Project Management Information System (PMIS) for the project. The fee for this project assumes that CMAR's PMIS will be used for document control and CMAR will provide the services of the Document Control Technician for this project. FNI will have access to the system in order to monitor progress on document processing and have the ability to upload or download documents from the system using a standard web browser.
4. Provide weekly project reports to the City on progress on the project. Reports will provide a capsule summary of budget and schedule status, pending issues or concerns. The report will be based on information from several sources, including resident representative's daily construction reports, meeting minutes, applications for payment, schedule updates and will include updates on outstanding submittals and action logs.
5. Provide periodic quality assurance reviews of professional services provided. Senior manager independent of the project will conduct periodic reviews of the services provided to determine that FNI quality standards are being maintained.
6. Provide constructability review of the documents to understand the contract documents for the project. Provide comments on any issues observed in the contract documents that will impact the ability of the CMAR to construct the project.

B. Advertisement and Procurement Phase Services

1. Review CMAR's Guaranteed Maximum Price Proposal (GMP). Provide comment on the acceptability of the offers received.
2. Monitor procurement activities of CMAR to determine compliance with CMAR agreement and appropriate State codes.

C. Construction Phase Services

1. FNI Project Manager (PM) or Assistant Project Manager (APM) will attend / conduct a pre-construction conference to establish relationships for management of the project with CMAR, Designer and the City. Establish communication procedures for the project.
2. Provide Construction Contract Administration (CCA) services
 - a. Review and monitor CMAR's construction schedule.
 - b. Prepare documentation for contract modification required to implement modification in the design of the project. Establish procedures for administering constructive changes to the Construction Contract Document.
 - c. Notify CMAR and the City of non-conforming work observed on site visits. Review quality related documents provided by CMAR such as test reports, equipment installation, etc.
 - d. Coordinate the work of the testing laboratories and others required for the testing or inspection of materials, witness tests, factory testing, etc. for quality control.
 - e. Coordinate the review by Designer of all submittals from CMAR required by the Contract Documents.
 - f. Review Applications for Payment and supporting documentation submitted by CMAR to determine the amount that needs to be paid on monthly and final estimates.
 - g. Review and tabulate all warranties, guarantees, bonds, equipment operating instructions and similar materials and documents to verify all such materials are received and meet the requirements of the Contract Documents.
 - h. Review CMAR's record documents periodically to determine that the documents are being maintained during the construction of the project.
 - i. Maintain a photographic log of construction activities.
 - j. Maintain a Project documentation system consistent with the requirements of the Construction Contract Documents, including daily field inspection and construction reports and tracking corrections to defective work.
 - k. Report all activities to the City on a weekly basis. Reports will include a summary of progress in the last period, progress reports, log of deficiencies noted and corrected, schedule status and changes, budget status and potential contract modifications.

- l. Assist in Project completion activities at the conclusion of construction. Observe completed construction for conformance with the Contract Documents and prepare a list of deficiencies to be corrected by the CMAR before recommendation of final payment.
 - m. Coordinate all Project startup activities and coordinate with the CMAR, the City, equipment suppliers or others for the start-up and performance testing.
 - n. Coordinate inspections by specialty inspectors, governmental agencies, and provide reports of the results of these inspections.
 - o. Observe whether CMAR has performed inspections required by laws or regulations, ordinances, codes, or orders of public agencies having jurisdiction over the work.
3. PM or APM will make site visits appropriate to the stage of construction (as distinguished from the continuous services of a Resident Project Representative) to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Contract Documents. In this effort FNI will endeavor to protect the City against defects and deficiencies in the work of CMARs and will report any observed deficiencies to City.
 4. PM or APM will conduct / attend monthly coordination meetings. Prepare meeting minutes and distribute after each meeting. Meeting minutes will include status reporting on CMAR's anticipated short term work schedule, overall project schedule, submittal status and review of action item / decision logs. It is anticipated that these meetings will be coordinated with monthly site visits described in items 3 above.
 5. Process project documentation and monitor the progress of documents prepared by the CMAR for review by Designer. Monitor the progress on documents and serve as facilitator to assist in the timely execution of project documentation in accordance with the Contract Documents.
 6. Prepare a preliminary list of deficiencies along with the City and Designer and review for compliance with the Contract Documents. Follow up on curing defects on the list of deficiencies will be provided by the Resident Project Representative (RPR).
 7. Once project deficiencies have been corrected, conduct a final project walkthrough to determine that all outstanding issues have been resolved. Follow up on any outstanding issues prior to making a recommendation for final payment and project closeout.
 8. Conduct a final project audit to determine that all required documentation required to commission and turn control of the project to the City have been completed. The audit will cover documentation required for final payment, submittals, warranties, establishing dates for correction periods and a recommendation for final payment as appropriate.
 9. Provide the services of an on-site RPR. The RPR will be FNI's employee or agent at the Site, will act as directed by and under the supervision of FNI, and will confer with FNI regarding RPR's actions. RPR's dealings in matters pertaining to the Work in general shall be with City and CMAR. RPR's dealings with Subcontractors shall be through or with the full knowledge and approval of CMAR. The RPR shall:

- a. Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by CMAR and consult with Designer concerning acceptability.
- b. Attend meetings with CMAR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- c. Serve as FNI's liaison with CMAR, working principally through CMAR's authorized representative, assist in providing information regarding the intent of the Contract Documents.
 - 1). Assist FNI in serving as City's liaison with CMAR when CMAR's operations affect the City's on-Site operations.
 - 2). Assist in obtaining from the City additional details or information, when required for proper execution of the Work.
- d. Report to Designer when clarifications and interpretations of the Contract Documents are needed and transmit to CMAR clarifications and interpretations as issued by Designer.
- e. Shop Drawings and Samples:
 - 1). Note date of receipt of Samples and approved Shop Drawings. Notify Designer and CMAR when documents are not submitted as scheduled and facilitate the timely review of documents.
 - 2). Receive Samples furnished at the Site by CMAR, and notify Designer of availability of Samples for examination and approval.
- f. Consider and evaluate CMAR's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Designer. Transmit to CMAR in writing decisions as issued by Designer.
- g. Review of Work and Rejection of Defective Work:
 - 1). Conduct on-Site observations of CMAR's work in progress to assist CMAR, Designer and the City in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - 2). Report to CMAR and City whenever RPR believes that any part of CMAR's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise CMAR of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- h. Inspections, Tests, and System Startups:
 - 1). Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate City personnel, and that CMAR maintains adequate records thereof.
 - 2). Observe, record, and report to CMAR, Designer and City appropriate details relative to the test procedures and systems start-ups.
- i. Records:

(Intentionally left blank)

- 1). Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all CMARs, Subcontractors, and major Suppliers of materials and equipment.
- 2). Maintain records for use in preparing Project documentation.
- j. Reports:
 - 1). Furnish periodic reports of progress of the Work. Report on CMAR's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - 2). Draft and recommend proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from CMAR and Designer.
 - 3). Immediately notify City of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Hazardous Environmental Condition.
- k. Review Applications for Payment with CMAR for compliance with the established procedure for their submission and forward with recommendations to City, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- l. During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by CMAR are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Designer for review and forwarding to City prior to payment for that part of the Work.
- m. Completion:
 - 1). Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
 - 2). Participate in a final inspection in the company of City, Designer, and CMAR and prepare a final list of items to be completed and deficiencies to be remedied.
 - 3). Observe whether all items on the final list have been completed or corrected and make recommendations to Designer concerning acceptance and issuance of the Notice of Acceptability of the Work.
- n. The RPR shall not:
 - 1). Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - 2). Exceed limitations of FNI's authority as set forth in the Contract Documents.
 - 3). Undertake any of the responsibilities of Designer, CMAR, Subcontractors, Suppliers, or CMAR's superintendent.
 - 4). Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of CMAR's work unless such advice or directions are specifically required by the Contract Documents.

- 5). Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of the City or CMAR.
 - 6). Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by City.
 - 7). Accept Shop Drawing or Sample submittals from anyone other than CMAR.
 - 8). Authorize City to occupy the Project in whole or in part.
10. Specialty inspections for corrosion control, start up assistance with membrane equipment, and concrete or materials inspection can be made available as an additional service, but are included in this Scope of Services.

ADDITIONAL SERVICES, to be authorized separately on an as-needed basis include:

1. Corrosion control inspection on an hourly basis.
2. Start up assistance with membrane equipment on an hourly basis.
3. Concrete and/or materials inspection in addition to the RPR on an hourly basis.

EMPLOYEE	EMPLOYEE INITIALS	JOB FUNCTION	BILLING RATE (IF USED)
Christopher A. Jones	CAJ	CCM	\$152.00
Coy M. Veach	CMV	CCM	\$228.00
John L. Gordon	JLG	RPR	\$70.00
Lawrence P. Eckersley	LPE	CCM	\$233.00
Lucia L. Lee	LLL	PE	\$188.00
Jim Bishop	JB	RPR	\$138.00
Winston A. Silvia	WAS	CM	\$166.00

City of Sugar Land
Professional Construction Management Services for the COSL S

Summary of Fee:		Hours	Fee
Basic Services			
A.	Design Phase Services	231	45,554.00
B.	Advertisement and Procurement Services	38	7,552.00
C.	Construction Phase Services	7,266	1,164,120.00
	Subtotal for Basic Services	7,535	1,217,226.00
D.	Project Expenses and Subconsultants		134,032.80
E.	Additional Services	1,280	114,240.00
Total for Services			\$1,465,498.80

INSURANCE REQUIREMENTS

Items marked "X" are required to be provided if award is made to your firm.

Coverages Required & Limits (Figures Denote Minimums)

X Workers' Compensation	Statutory limits,
State of TX.	

<u>-x-</u>	Employers' Liability
	\$500,000 per employee per disease / \$500,000 per employee per accident / \$500,000 by disease aggregate

x Commercial General Liability:

Very High/High Risk

Medium Risk

Low Risk

Each Occurrence	\$1,000,000	\$500,000	\$300,000
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Fire Damage	\$300,000	\$100,000	\$100,000
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Personal & ADV Injury	\$1,000,000	\$1,000,000	\$600,000
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General Aggregate	\$2,000,000	\$1,000,000	\$600,000
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Products	/Compl Op	\$2,000,000	\$500,000	\$300,000
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XCU	\$2,000,000	\$500,000	\$300,000
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x Automobile Liability: (Any Auto)

Very High/ High Risk

Medium Risk

Low Risk

Combined Single Limits

Combined Single Limits

Combined Single Limits

\$1,000,000 Bodily	\$500,000 Bodily	\$300,000
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Bodily	Injury & Property
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Property	Injury & Property
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Includes Owned, Non-Owned Includes Owned, Non-Owned Includes

Owned, Non-Owned

and Hired. and Hired.

and Hired.

Garage Liability for BI & PD

\$1,000,000 each accident for Auto, \$1,000,000 each accident Non-Auto

\$2,000,000 General Aggregate

Garage Keepers Coverage

\$500,000 any one unit/any loss and \$200,000 for contents

Umbrella or Excess each-occurrence with respect to primary
Commercial General Liability, Automobile Liability, and
Employers Liability policies at minimum limits as follows:

Contract value less than \$1,000,000: not required

Contract value between \$1,000,000 and \$5,000,000: \$4,000,000

Contract value between \$5,000,000 and \$10,000,000: \$9,000,000

Contract value over \$10,000,000: \$10,000,000

X Professional Liability but not limited to services for Accountant, Appraiser, Architecture, Consultant, Engineering, Insurance Broker, Legal, Medical, Surveying, construction/renovation contracts for engineers, architects, constructions managers, including design/build Contractors.

Minimum limits of \$1,000,000 per claim/aggregate

This coverage must be maintained for at least two (2) years after the project is completed.

☐ Builder's Risk (if project entails vertical construction)

Limit is 100% of insurable value, replacement cost basis

☒ City named as additional insured on all coverages except Workers' Compensation and Employer's Liability and list the City as the Certificate Holder.

☐ Other Insurance Required:

☒ A waiver of subrogation in favor of The City of Sugar Land shall be contained in the Workers Compensation and all liability policies.

☒ Thirty (30) Days Cancellation, non-renewal, material change or coverage reduction notice required.

The words "endeavor to" are to be eliminated from the Notice of Cancellation provision on standard

ACCORD certificates.

☒ AmBest's Guide Rating: A-7 or better, or its Equivalent

Examples of Levels of Risk (not limited to):

- Very High Risk Contract with value of \$1,000,000 plus, include but not limited to
 - Construction including maintenance and repair of buildings
- High Risk Contract with value of \$50,000 - \$1,000,000, includes but not limited to
 - Construction including maintenance and repair of buildings
- Medium Risk Contract under \$50,000, include but not limited to
 - Construction including maintenance & repair of buildings
 - Installation, Inspection, Service & Repair include but not limited to:
(Carpet Water Removal & Cleaning, Electrical Services, Elevator Maintenance, Extermination Service, Fence Repair/Replace, Fire Extinguisher, Food Service, Fuel Delivery, Gate Opener, HVAC, Ice Machine, Janitorial, Locksmith, Office Equipment, Overhead Door, Plumbing, Sewer & Drain Cleaning, Vending Machine)
- Low Risk
 - Renters & Non-Profit Agencies include, but not limited to:
(Keep Sugar Land Beautiful, First Colony Community Associations, Avalon Community Association, etc.)

NOTE: The nature/size of a contract/agreement may necessitate higher limits than shown above. These requirements are only meant as a guide, but in any event, should cover most situations. Check with Purchasing & Risk Management if you need assistance or need additional information

BIDDER STATEMENT

I understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

BIDDER

SIGNATURE

